



**METROPOLITAN
TRANSPORTATION
COMMISSION**

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Dave Cortese, Chair
Santa Clara County

JULY 22, 2015

Jake Mackenzie, Vice Chair
Sonoma County and Cities

ADDENDUM NO. 2

TO

Alicia C. Aguirre
Cities of San Mateo County

Tom Azumbrado
U.S. Department of Housing
and Urban Development

**REQUEST FOR PARTNERSHIP (RFP)
WITH PRIVATE SECTOR RIDEMATCHING APPLICATIONS,
DATED MAY 29, 2015 AND AMENDED JULY 2, 2015**

Jason Baker
Cities of Santa Clara County

Tom Bates
Cities of Alameda County

David Campos
City and County of San Francisco

Dear Application Developer:

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Scott Haggerty
Alameda County

This letter is Addendum No. 2 to the Request for Partnership (RFP) with Private Sector Ridematching Applications, dated May 29, 2015 and amended July 2, 2015. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
San Jose Mayor's Appointee

Mark Luce
Napa County and Cities

Julie Pierce
Association of Bay Area Governments

Bijan Sartipi
California State
Transportation Agency

Libby Schaaf
Oakland Mayor's Appointee

James P. Spering
Solano County and Cities

Adrienne J. Tissier
San Mateo County

Scott Wiener
San Francisco Mayor's Appointee

Amy Rein Worth
Cities of Contra Costa County

<u>Addendum</u> <u>Item</u>	<u>Reference</u>	<u>Change</u>
1	Invitation Letter	Potential Partners must submit one (1) electronic Microsoft Word and PDF version, of the SOEs by 4:00 p.m., Monday, July 20, 2015 Monday, August 3, 2015 in accordance with the instructions included in Section VIII, <u>Form of Statement of Eligibility (SOE)</u> of this RFP.
2	RFP, Section III, MTC's Contribution, last bullet, Page 3 is deleted in its entirety and replaced with:	<ul style="list-style-type: none"> <i>Provide future 511 Ridematch registrants the option to have their data shared with Partners at the time a person registers with 511 Ridematch. MTC will notify 511 Ridematching registrants that the data of those selecting this option will no longer be protected by the 511 privacy policy and will be subject to the privacy policy of the various Partners.</i>

Steve Heminger
Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Request for Partnership (RFP) for Private Sector Ridematching Applications

Addendum No. 2

Page 2

Addendum Item	Reference	Change												
3	RFP, Section VI, Partner Selection Timetable, page 5	<table><tr><td>Information Session, 101 8th St., Oakland, Fishbowl Conference Room</td><td>3:00 p.m. – 4:00 p.m., on Monday, June 8,, 2015</td></tr><tr><td>Closing date/time for receipt of requests for modifications/exceptions</td><td>4:00 p.m., on Monday June 15, 2015</td></tr><tr><td>Deadline for protesting RFP provisions</td><td>4:00 p.m., on Monday, July 6, 2015, <i>July 27, 2015</i></td></tr><tr><td>Cycle 1 Closing date/time for receipt of SOEs</td><td>4:00 p.m., Monday, July 20, 2015 August 3, 2015</td></tr><tr><td>Interviews/Discussions/Product Demonstrations (if held)</td><td>Week of August 31, 2015</td></tr><tr><td>Partnership Determination and Execution of Contract*</td><td>Late August/Early September, <i>Mid-September</i></td></tr></table>	Information Session, 101 8th St., Oakland, Fishbowl Conference Room	3:00 p.m. – 4:00 p.m., on Monday, June 8,, 2015	Closing date/time for receipt of requests for modifications/exceptions	4:00 p.m., on Monday June 15, 2015	Deadline for protesting RFP provisions	4:00 p.m., on Monday, July 6, 2015, <i>July 27, 2015</i>	Cycle 1 Closing date/time for receipt of SOEs	4:00 p.m., Monday, July 20, 2015 August 3, 2015	Interviews/Discussions/Product Demonstrations (if held)	Week of August 31, 2015	Partnership Determination and Execution of Contract*	Late August/Early September, <i>Mid-September</i>
Information Session, 101 8th St., Oakland, Fishbowl Conference Room	3:00 p.m. – 4:00 p.m., on Monday, June 8,, 2015													
Closing date/time for receipt of requests for modifications/exceptions	4:00 p.m., on Monday June 15, 2015													
Deadline for protesting RFP provisions	4:00 p.m., on Monday, July 6, 2015, <i>July 27, 2015</i>													
Cycle 1 Closing date/time for receipt of SOEs	4:00 p.m., Monday, July 20, 2015 August 3, 2015													
Interviews/Discussions/Product Demonstrations (if held)	Week of August 31, 2015													
Partnership Determination and Execution of Contract*	Late August/Early September, <i>Mid-September</i>													
4	RFP, Section VII, Submittal of Statement of Eligibility (SOE), page 5	1. Interested potential Partners must submit one electronic Microsoft Word and PDF version, of their Statement of Eligibility (SOE) by 4:00 p.m., Monday, July 20, 2015 Monday, August 3, 2015.												
5	RFP Section X, General Conditions, Subsection F, Personally Identifiable Information, page 11 is deleted in its entirety and replaced with:	<i>MTC shall be solely responsible for obtaining all necessary consents and permissions from its clients for MTC to send such clients’ PII to Partners to be entered into Partners’ ridematching databases.</i>												
6	Appendix B, MTC No-Cost Contract, number 5, 1 st sentence, page 13	Either party may terminate the Agreement without cause upon three (3) <i>thirty (30)</i> days’ prior written notice.												
7	Attachment B-2, MTC’s Contribution, last bullet, Page 21, is deleted in its entirety and replaced with:	<i>Provide future 511 Ridematch registrants the option to have their data shared with Partners at the time a person registers with 511 Ridematch. MTC will notify 511 Ridematching registrants that the data of those selecting this option will no longer be protected by the 511 privacy policy and will be subject to the privacy policy of the various Partners.</i>												
8	Attachment B-4, Special Conditions Regarding Personally Identifiable Information, page 26 – 27.	Attachment B-4 is deleted in its entirety.												

Request for Partnership (RFP) for Private Sector Ridematching Applications

Addendum No. 2

Page 3

9	Appendix B, MTC No-Cost Contract, Article 16, Page 17	Article 16 is deleted in its entirety.
---	---	--

The remaining provisions of the RFP remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

Questions and answers and requests for exceptions regarding this RFP are included in this Addendum.

Any questions concerning this addendum to the RFP should be directed to Barbara Laurenson, Project Manager, at (510) 817-5849 or blaure@mtc.ca.gov.

Sincerely,

DocuSigned by:
Steve Heminger
021DA2847D43405...

Steve Heminger
Executive Director

SH:BL

J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\ELN\Private Sector Rideshare Apps\Private Sector Rideshare Application Addendum 2 Final.docx

**REQUEST FOR PARTNERSHIP (RFP)
FOR PRIVATE SECTOR RIDEMATCHING APPLICATIONS
DATED MAY 27, 2015, AS AMENDED JULY 2, 2015
REQUESTS FOR EXCEPTIONS**

Item #	RFP Reference	Request	Response
1	Page 23 of the RFP Subarticle 3 Business Automobile Insurance	Pleas add the following to the end of this paragraph: “The Business Automobile Insurance requirement may be satisfied by, a subcontractor who will own, use or maintain vehicles under this agreement.”	No
2	Page 23 of the RFP Subarticle 4 Umbrella Insurance	Pleas add the following to the end of this paragraph: Insurance requirement over any applicable primary auto insurance may be satisfied by, a subcontractor who will own, use or maintain vehicles under this agreement.”	No
3	Page 23 of the RFP, second paragraph of Subarticle 6	Please modify this section as stated below (deletions in strikethrough, additions in italics): MTC (and those entities listed in Part 2 of this Attachment C, if any), and their commissioners, directors, officers, representatives, agents and employees (<i>except any such employee in his or her capacity as a carpool or vanpool participant</i>) are to be named as additional insureds. Such insurance shall be primary and contain a Separation of	MTC agrees to this change if requested by awarded firm(s).

		Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.	
4	Page 28 of the RFP, "Business Automobile Insurance	<p>Please modify this section as stated below (deletions in strikethrough, additions in italics):</p> <p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by PARTNER and PARTNER's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident. <i>The Business Automobile Insurance requirement may be satisfied by a subcontractor who will own, use or maintain vehicles under this agreement.</i></p>	No
5	Page 28 of the RFP, Umbrella Insurance	<p>Please modify this section as stated below (deletions in strikethrough, additions in italics):</p> <p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements. <i>The Umbrella Insurance requirement over any applicable primary auto insurance may be satisfied by a subcontractor who will own, use or maintain vehicles under this agreement.</i></p>	No
6	Page 29 of the RFP, third paragraph	Please modify this section as stated below (deletions in strikethrough, additions in italics):	MTC agrees to this change if requested by awarded firm(s).

		MTC and their commissioners, directors, officers, representatives, agents and employees (<i>except any such employee in his or her capacity as a carpool or vanpool participant</i>) are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from PARTNER's operations.	
7	RFP Page 11, Section X, item F, Second Paragraph	Please include: "MTC shall be solely responsible for obtaining all necessary consents and permissions from its clients for MTC to send such clients' PII to PARTNER and for PARTNER to solicit, promote and market to such clients the services and products awarded by MTC to PARTNER hereunder."	Please see addendum item No. 5
8	Page 13 of the RFP Appendix B. Item 5	Please make the following revision: 4. Either party may terminate the Agreement without cause upon three (3) <i>thirty (30)</i> days' prior written notice. If PARTNER fails to perform as specified in the Agreement, MTC may terminate the Agreement for cause by advance 10-day written notice, providing PARTNER with the opportunity to cure the default or present an acceptable plan for cure within the 10-day period. At the end of the 10-day period, if the default has not been cured or an acceptable plan of cure presented, MTC may issue a notice of termination for default, effective immediately.	Please see addendum item No. 6

9	Page 15 of the RFP, Appendix B item 9	<p>Please insert the following language at the end of this section:</p> <p>“PARTNER’S liability and obligations to defend and indemnify the MTC Indemnitees hereunder shall not exceed \$5,000,000.00. Any amount paid by PARTNER or its insurance carrier hereunder on account of any insured claims shall reduce, on a dollar for dollar basis, any liability or obligation of PARTNER under any defense or indemnity obligation hereunder. PARTNER shall.</p>	No
10	Page 26 of the RFP, Attachment B-4 item 2	<p>Please insert the following language at the end of this section:</p> <p>“or other recognized data privacy industry standard” in two places after the phrase “Department of Defense (“DoD”) approved methods”</p>	Please see addendum item No. 8
11	Page 27 of the RFP, Attachment B-4, Paragraph 3	Please replace the word “MOU” with “Agreement.”	Please see addendum item No. 8
12	Page 27 of the RFP, Attachment B-4, item 5, paragraph 1	<p>Please revise this section as stated below:</p> <p>5. _____ Guarantees</p> <p>_____ shall not, except as authorized or required by its duties by law, <i>or this Agreement</i> reveal or divulge to any person or entity any PII which becomes known to it during the term of this Agreement <i>except to the person whom the PII identifies or with such person’s consent.</i></p>	Please see addendum item No. 8

	Page 27 of the RFP, Attachment B-4, item 5, paragraph 2	<p>Please revise this section as stated below:</p> <p>_____ shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may <i>is likely to</i> injure or cause loss, either directly or indirectly, to MTC.</p>	Please see addendum item No. 8
	Page 27 of the RFP, Attachment B-4, item 5, paragraph 4	<p>Please revise this section as stated below:</p> <p>If requested by MTC, _____ shall sign <i>a mutually agreeable</i> an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with _____ substantially the same in its terms.</p>	Please see addendum item No. 8
	Page 27 of the RFP, Attachment B-4, item 6	<p>Please revise this section as stated below:</p> <p>6. <u>Notice of Security Breach</u> <i>Except where prohibited by law or a law enforcement agency,</i> _____ shall immediately <i>promptly</i> notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to PII. For purposes of this section, immediately <i>promptly</i> is defined as within two hours <i>one business day</i> of discovery. The MTC contact for such notification is as follows: Privacy Officer, privacyofficer@mtc.ca.gov, (510) 817-5700</p>	Please see addendum item No. 8